

Appendix K – County/IDFG MOU Template

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Memorandum of Understanding

BETWEEN THE STATE OF IDAHO, BY AND THROUGH THE DEPARTMENT OF
FISH AND GAME

AND

_____ COUNTY COMMISSION

This Memorandum of Understanding (MOU) is entered into by the STATE OF IDAHO DEPARTMENT OF FISH AND GAME (IDFG), _____ COUNTY COMMISSION (collectively referred to as the Parties).

INTRODUCTION

WHEREAS, the parties agree that sage-grouse are an important natural component of the sagebrush ecosystem. To this end, the parties hereby enter into this MOU for the purpose of supporting and implementing, to the extent practicable and where appropriate, the intent and actions contained in the **2006 Conservation Plan for the Greater Sage-grouse in Idaho**.

WHEREAS, the parties herein agree that increased cooperative efforts, consistent with applicable statutory requirements, Local Working Groups (LWGs) and their respective Plans, and the Statewide Plan, are necessary to conserve sagebrush ecosystems for the benefit of sage-grouse, other sagebrush dependent species, and people.

WHEREAS, the aforementioned government agencies continue to recognize and applaud the efforts of LWGs in conserving sage-grouse. Said agencies will continue to support these LWGs and their respective Plans, as they represent the heart of Idaho's sage-grouse conservation strategy.

I. AUTHORITIES

Idaho Department of Fish and Game: Title 36, section 1102 of the Idaho Code grants authority to IDFG to protect birds, including game birds like sage-grouse, in Idaho.

_____ County

II. PURPOSE

The **purpose** of this MOU is to recognize the importance of the 2006 Conservation Plan for the Greater Sage-grouse in Idaho, as a backdrop for conserving sage-grouse in Idaho. In order to fully capture the value of said Plan, this MOU aims to illustrate the roles and responsibilities of the parties. Additionally, said MOU is intended to both emphasize the benefit contributed by the LWGs and encourage the efforts of the government agencies in supporting these vital groups.

The Parties herein also agree that increased cooperative efforts, consistent with applicable statutory requirements, LWGs and their respective Plans, and the State-wide Plan, are necessary to conserve sustainable healthy rangeland ecosystems to benefit sagebrush dependent species and the local economies that rely on them.

III. AGREEMENT PERIOD

This MOU shall be in effect when signed by all of the parties and remain in effect for five years. The MOU, however, may be extended or amended upon written request of either party and the subsequent written concurrence of the other.

IV. RESPONSIBILITIES OF THE PARTIES

The Parties will coordinate activities and resources, when appropriate; however, the parties will control the expenditure of their own funds, in pursuing coordinated objectives.

Any costs borne by the parties under this MOU and any continuation thereof shall be contingent upon the availability of funds.

V. OBLIGATIONS

a. BOTH PARTIES SHALL:

- i. Continue to support and recognize the important role of the LWGs and their respective plans in conserving sage-grouse;
 1. Consider and implement, to the extent possible, completed LWG plans as appropriate under agency regulations, policies and the law.

2. Actively participate, to the extent possible, in the planning and implementation of LWG goals and objectives outlined in their respective plans;
 - a. Attend scheduled meetings and provide information to the LWG upon request;
 - b. Make available to the LWG all relevant information regarding the management of sagebrush and sage-grouse habitats; and
 - c. Cooperate with and provide advice to the LWG to the extent possible and consistent with the law, agency policy and regulations.
 3. Continue to assist in the development and completion of new LWG plans, for areas where none currently exist, by providing the aforementioned services. IDFG will assume the lead role in initiating, coordinating, and maintaining functional LWGs.
- ii. Implement, to the extent possible, the actions identified in the 2006 Conservation Plan for the Greater Sage-grouse in Idaho;
1. Work collaboratively to the extent possible, in supporting the intent and actions identified in said Plan; and
 2. Work collaboratively through the Idaho LWGs, and other appropriate mechanisms, to support the intent and actions contained in said Plan.

VI. MODIFICATIONS

This agreement can be modified by the mutual, written consent of the parties at any time.

VII. TERMINATION

This MOU may be terminated by any party upon sixty (60) days written notice to the other parties. The remaining party can continue operating in accordance with the provisions of the MOU.

VIII. ESTABLISHMENT OF RESPONSIBILITY

This MOU is not intended to, and does not create, any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by a party

against the United States, the State of Idaho, or _____ County its agencies, officers, or employees.

Furthermore, this MOU establishes the aforementioned agencies' commitment to continue to actively participate and cooperate with the LWGs, and consider LWG plans, as appropriate under the law and agency regulation.

IX. NON-FUND OBLIGATING DOCUMENT

Nothing in this MOU shall obligate any of the parties to obligate or transfer any funds. Specific work projects or activities that involve the transfer of funds, services, or property among the various agencies and offices of the parties will require execution of separate agreements and be contingent upon the availability of appropriated funds. Such activities must be independently authorized by appropriate statutory authority. This MOU does not provide such authority. Negotiation, execution, and administration of each such agreement must comply with all applicable statutes and regulations.

IN WITNESS WHEREOF, the parties hereto have executed this MOU as of the last date written below:

IDAHO DEPARTMENT OF FISH AND GAME

By: _____ Date: _____

Title: _____

_____ COUNTY COMMISSION

By: _____ Date: _____

Title: _____